

CONTRACT BETWEEN
THE TOWN OF BLACKSTONE
AND
SHAWN BRODEUR

On this 13th day of September, 2022, the Town of Blackstone, a municipal corporation with a business address of 15 St. Paul Street, Blackstone, MA, 01504, (hereinafter the "Town") by the Town Administrator and Shawn Brodeur (hereinafter the "Lieutenant") enter into the following agreement pursuant Town Bylaws and Charter.

WHEREAS, the Town wishes to secure the services of the Lieutenant in the position of Lieutenant of the Town of Blackstone (hereinafter referred to in the singular "Lieutenant") on an annual basis by appointment of the Town Administrator, and subject to future extensions and renewals of this agreement; and

WHEREAS, the Lieutenant wishes to perform the duties of the position of the Lieutenant of Police as provided herein and subject hereto;

NOW, THEREFORE, the Town and the Lieutenant hereby and hereinafter agree to the following terms and conditions as stated herein and subject to the statutory references that shall be incorporated into this agreement.

1. EMPLOYMENT

The Town hereby and hereafter employs the Lieutenant pursuant to and in accordance with Chapter 41, Section 97A of the Massachusetts General Laws, as amended.

2. TERM

- a. This Contract shall commence on July 1, 2022 and terminate on June 30, 2025. This Contract shall be renewable at the option of the Town Administrator, pursuant to C5-2 (A) (1) of the Charter of the Town of Blackstone.

3. COMPENSATION

a. SALARY

The town shall pay, subject to appropriation, the Police Lieutenant the following salary:

FY 2023 –for the period commencing on July 1, 2022, through June 30, 2023:
\$112,609

FY 2024 – For the period commencing on July 1, 2023, through June 30, 2024:
\$115,424

FY2024 – For the period commencing on July 1, 2024, through June 30, 2025:
\$118,310

The Lieutenant shall receive such merit increases or salary adjustments as may be made at the discretion of the Town Administrator based on the Lieutenant's annual performance evaluation and subject to appropriation. As with other Town employee, the Lieutenant's salary shall be paid in accordance with the Town's payroll procedures, as may be amended from time to time.

AUTOMOBILE

The Town shall provide the Lieutenant with an unmarked police vehicle for his use and shall pay all attendant operating and maintenance expenses and insurance. Said vehicle shall be used by the Lieutenant in connection with the performance of his duties as Lieutenant. Said vehicle may also be used by the Lieutenant for personal transportation since the Lieutenant's responsibilities require that he be "on call" at all times and may be required to be present for certain emergency situations, or situations in furtherance of his duties, at a moment's notice.

4. **BENEFITS**

The Lieutenant shall receive the following benefits:

- a. Vacation Leave: Pursuant to the By-Laws of the Town of Blackstone and based on a forty (40) hour workweeks, the Lieutenant shall accrue twenty (24) vacation days per year, which is the equivalent of two hundred hours (240) per year. Three days advance notice by the Lieutenant shall be given to the Chief of Police for the use of 3 or more vacation days. Should the Lieutenant fail to use his annual vacation time, he will be permitted to carry over his vacation time up to a maximum of one week or forty (40) hours. No vacation time or carried over vacation time will be allowed to be bought back or cashed in.

At the completion of 20 years of service 280 hours or 28 days (10-hour days)

- b. Sick Leave: The Lieutenant shall accrue fifteen (15) sick days per year, which shall be accrued at one (1.25) days per month, to a maximum of one hundred twenty (120) days.
 - i. The Lieutenant shall be allowed to participate in the Town's Sick Leave Bank Program as outlined in the Collective Bargaining Agreement between

the Town of Blackstone and the Massachusetts Coalition of Police Local 442, AFL-CIO. Sick leave may be accumulated to a maximum of nine hundred sixty (960) hours. Any amount of accumulated sick leave in each fiscal year beyond the nine hundred sixty hours (960) shall be reimbursed by (50%) percent of the Lieutenant's hourly rate of pay.

- ii. Upon retirement as a full-time employee of the Town, the Lieutenant will receive fifty (50%) percent of his accumulated sick leave. This will likewise apply if the Lieutenant is forced to retire as a result of a job-related injury or under the "Heart Bill."
- c. Personal Leave: The Lieutenant shall be entitled to three (3) personal days per fiscal year to be taken at his discretion or four (4) with three (3) or less sick days used per fiscal year
- d. Overtime Compensation; . The regular work week for the lieutenant (10-hour work day) shall be comprised of forty (40) hours, consisting of four (4) days of ten (10) consecutive hours each. The forty (40) hour work week shall be Sunday through Saturday. Should the Lieutenant be required to work more than ten (10) consecutive hours in any one (1) day, more than four (4) days or more than forty (40) hours in any one (1) work week, he shall be paid overtime compensation in salary at the rate of one and one-half (1-1/2) times the employee's regular salary rate or in compensatory time at the rate of one and one-half (1-1/2) times the actual overtime hours, or portions thereof, worked. Unless otherwise provided herein, the employee's consecutive off days and regularly scheduled work hours shall not be changed unless it is mutually agreed upon by the employee and his/her supervisor.
- e. Call Back and Call In compensation: If the Lieutenant completes his normal tour of duty and thereafter recalled on the same day he shall receive a minimum of four hours pay at overtime rate for such call back. If the Lieutenant is called in on an unscheduled day he shall receive a minimum of four hours pay at overtime rate for such call in.
- f. Overtime Shift Coverage and Outside Details: The Lieutenant will be eligible for shift coverage overtime at one and one-half (1-1/2) times his regular hourly wage or 1.5 hours per hour worked for time off in lieu of pay. The Lieutenant will only be eligible for such coverage to avoid forced overtime of the Sergeants or Patrolman, or if the list of Sergeants and Full Time Officer's is exhausted. Overtime coverage will be at the discretion of the Chief of Police. The Lieutenant will also be eligible for outside details in the same manner (forced or exhausted list) and will be compensated at the same hourly rate as the regular full time Police Officers for the Town.
- g. Bereavement Leave: In the event of the death of a spouse, son, daughter, father, mother, stepson, stepdaughter, stepfather, stepmother, brother, sister, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild or any person not classified above, but who permanently resides with the family of the

Lieutenant, the Lieutenant shall be granted three (3) days off within a reasonable amount of time, subject to approval of the Chief of Police, without loss of pay for the purpose of attending funeral services, arranging for burial, and as a period of bereavement. Leave without loss of pay under this section will not be deducted from sick, personal or vacation leave.

- h. Holiday Pay: The Lieutenant will be entitled to the same holiday schedule as other administrative employees of the town. If the Lieutenant is on a scheduled shift on a Town-recognized holiday, he shall receive one day's pay for working on said holiday OR shall "bank" the holiday to be used no more than 180 days after said holiday.
- i. Longevity Pay: In addition to the above figures, but part of his regular salary, the Lieutenant shall receive longevity pay in the amount of two thousand dollars (\$1,700.00), said payment to be made in the first pay period after the Lieutenant's anniversary date (June 20) of each year of the contract thereafter. All step increases under the longevity plan are subject to years of service completed.

1.Completion of fifteen (15) years	\$1,700.00 /year
2.Completion of twenty (20) years	\$2,400.00 /year
3.Completion of twenty-five (25) years	\$3,100.00 /year

- j. Hazard Pay: In addition to the above figures, but part of his regular salary, the Lieutenant shall receive hazard pay in the amount of nine hundred dollars (\$1250.00), said payment to be made in the first pay period after the Lieutenant's anniversary date (June 20) of each year of the contract thereafter.
- k. Court Time: If the Lieutenant attends court or hearings as a witness for the Commonwealth in a criminal case at a time when he is not scheduled to work he shall be paid for all time in attendance at court based on a normal work week; but in no event less than (4) hours pay at time and one-half (1-1/2) or 1.5 hours per hour compensatory time worked for time off in lieu of pay. Court time at district and superior courts shall include travel time from the police station and the Lieutenant's time shall be continuous in court until dismissed or the court day has ended.
- l. Uniform Allowance: The Lieutenant shall receive an annual allowance of three (3) percent (3%) of his base salary.
- m. Health Insurance: The Lieutenant shall be eligible to obtain health insurance coverage under a choice of plans offered through the Town. The Town shall contribute 75% of the premium for such coverage; the Lieutenant shall pay 25% of the premium for such coverage.
- n. Educational Pay: In addition to the above figures, but part of his regular salary, the Lieutenant shall receive educational pay and career incentive pay pursuant to and in accordance with the Police Incentive Pay Program and provisions as same are so stated

in M.G.L. Chapter 41, s. 108L, as amended (hereinafter "the Quinn Bill"), and the Lieutenant shall receive an educational benefit not to exceed two classes per calendar year. The benefit will be for tuition and fees for the class(es) taken, no additional reimbursement will be considered. Prior to payment, Lieutenant must submit proof of a "B" grade or higher. No payment will be made for a grade lower than a "B". Any classes submitted for reimbursement must be preapproved by the Police Chief.

5. DUTIES

It is the duty and responsibility of the Lieutenant to:

- Maintain discipline and morale within the Department, submit written reports as directed, in all cases of infractions by employees or where an employee has consistently refused to improve his conduct, despite efforts by himself/herself and the chief
- Investigate personnel complaints as assigned by the Chief
- Promote harmony and cooperation among all units of the Department
- Organize and assign duties to assure proper performance of the departmental functions
- Prepare required correspondence and reports and maintain proper records of departmental activities. Communicate information as required
- Maintain records, equipment, supplies and material in good working order
- Maintain records of each members attendance, overtime, days off, leave of absences, and vacation as directed by the Chief
- Periodically inspect all members of the Department to assure proper maintenance of personnel and department equipment
- Assist departmental personnel in the preparation of cases
- Prepare efficiency ratings on departmental personnel as directed by the Chief
- At the direction of the Chief, observe probationary officers, and prior to the expiration of their probationary period, submit to the Chief a detailed written report concerning their qualifications to secure permanent status and his/her opinion to the desirability of their retention.
- Assist in administration of the Department as directed by the Chief
- Assist in supervision of the departmental training as directed by the Chief
- Make sure that all sections in the department support one another to obtain a high degree of lateral cooperation and exchange of information,

he/she shall exert his/her utmost effort to deter any unhealthy intra-service rivalries among the various sections under his/her command

- He/she shall have the authority to inspect, investigate, interview, observe and question any member of any unit of the Department while in the proper execution of his/her mission. All personnel are required to make available any information or records he/she may require. His/her mission will be to inspect, survey, evaluate and report to the Chief on all phases of Department operations, efficiency, discipline, and morale
- Perform any other duties as required from the Chief of Police

6. HOURS OF WORK

- a. The Lieutenant shall devote that amount of time and energy reasonably necessary to faithfully perform the duties of the Lieutenant under this Contract.
- b. It is recognized that the Lieutenant must devote a great deal of time outside normal office hours to conduct the business of the Town. The Lieutenant, therefore, shall be allowed to alter his schedule as he or the Chief of Police deems appropriate during said normal office hours, and at such times that will least adversely impact Department operations. The Lieutenant shall notify the Chief of Police in advance.
- c. For the purposes of the Fair Labor and Standards Act, the Lieutenant shall be an exempt employee.

7. INDEMNIFICATION

The Town shall defend, save harmless and indemnify the Lieutenant from personal financial loss and expenses, including reasonable legal fees and costs, if any, in the amount of one million dollars (\$1,000,000.00) arising out of any claim, action, demand, award, compromise, settlement or judgment related to or arising out of his employment including but not limited to any such claims or complaints by reason of an intentional tort or by reason of any act or omission that constitutes a violation of civil rights of any person under any federal or state law, if the Lieutenant, at the time of such intentional tort or such act or omission was acting within the scope of his official duties or employment, subject to approval by separate vote by the Board of Selectmen. Notwithstanding the foregoing, the Lieutenant shall not be so indemnified for violations of any civil rights if he acted in a grossly negligent, willful and/or malicious manner.

The Lieutenant agrees to notify the Town within forty-eight (48) hours of his receipt of notice of any such claim and to cooperate fully with counsel designated by the Town to handle such claim. The Town may obtain insurance to cover its obligations under this section as it deems appropriate.

8. INSURANCE

- a. The Town recognizes that the Lieutenant comes under the Professional Liability Insurance Policy maintained by the Town for all its employees.
- b. The Town acknowledges that the Lieutenant is covered by General Laws Chapter 41, Section 111F.

9. DEATH DURING TERM OF EMPLOYMENT

If the Lieutenant dies during the term of this Contract, or any extension thereof, the Town shall pay to the Lieutenant's spouse all the compensation which would otherwise be payable to the Lieutenant up to the date of the Lieutenant's death including, but not limited to accrued, but unused vacation and holiday leave in accordance with state law, the Town of Blackstone Charter, Town of Blackstone by-laws, and Town of Blackstone personnel policies. In the event that the Lieutenant's spouse does not survive the Lieutenant, or the Lieutenant does not have a spouse at the time of his death, then the Town shall pay to the Lieutenant's then living descendent(s) all the compensation which would otherwise be payable to the Lieutenant up to the date of the Lieutenant's death including, but not limited to accrued, but unused vacation and holiday leave in accordance with state law.

10. DISCIPLINE OR DISCHARGE

- a. Pursuant to Chapter 41, Section 97A of the Massachusetts General Laws, the Lieutenant may be disciplined, discharged or not reappointed only for just cause, upon proper notice and only after a hearing at which the Lieutenant shall have the right to be represented by counsel of his choosing. The Lieutenant shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. The type of disciplinary action imposed is at the discretion of the Town Administrator and is dependent upon the nature of the disciplinary violation.
- b. The Lieutenant may appeal any discipline which results in a suspension, termination or other loss of compensation provided for in this contract and/or a termination of this contract during its term by requesting a hearing before the Board of Selectmen within seven (7) days of receiving the discipline. The Board will hold a hearing at a mutually convenient time and will issue a decision within ten (10) days of the hearing. The Lieutenant's exclusive remedy for appealing the Board's decision will be arbitration, either to an arbitrator mutually agreed upon by the parties or to the Massachusetts Department of Labor Relations, within fourteen (14) days of receipt of the Board's decision.

The fees and expenses of the Arbitrator shall be borne equally by the Town and the Lieutenant. Each party will be responsible for its own costs and attorneys' fees.

The Arbitrator shall not add to, subtract from or modify the terms of the contract. The Arbitrator shall not violate, misinterpret or misapply any state or federal laws or regulations nor be arbitrary and capricious in rendering a decision.

The arbitrator's decision may be reviewed under M.G.L. C. 150C.

- c. In the event of the discipline or discharge of the Lieutenant; if the Superior Court shall reverse the discipline or discharge and order that the Lieutenant be reinstated to duty, the Lieutenant shall be entitled to back pay, benefits, and counsel fees.
- d. If for any reason the Lieutenant is demoted; the Lieutenant will return to the rank of Sergeant at the highest step wage increment according to the most recent agreement between the Town and the Sergeants.

11. RESIGNATION

If the Lieutenant resigns voluntarily before the expiration of any term of employment, the Lieutenant shall give the Town one hundred and eighty (180) days written notice in advance, unless the parties otherwise agree in writing. The Lieutenant shall be entitled to receive pay for accrued, but unused vacation and holiday leave as required by law. For the purposes of this Agreement, "resignation" does not include retirement.

12. AMENDMENTS

No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both Parties.

13. LAW GOVERNING

This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

The Town agrees that it shall not at any time during the term of this Contract reduce the salary, compensation or other benefits of the Lieutenant.

14. SEVERABILITY OF PROVISIONS

If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

This writing contains the entire agreement between the Lieutenant and the Town. There have been no inducements, promises, terms, conditions or obligations made or entered into by either party other than those set forth herein.

15. ASSIGNMENT

Neither party shall assign, transfer, convey, or otherwise dispose of any portion of its interest in this Contract.

16. ENTIRE AGREEMENT

The Parties executing this Contract agree that the recitals herein constitute the entire agreement between the parties. No other agreement, including any other written, oral or other agreement, will be considered to exist or to bind the parties to this Agreement. No representative of any party to this Agreement, had, or has any authority to make any representation or promise not contained in this Agreement, and each of the parties to this Agreement acknowledges that such party has not executed this Agreement in reliance upon any such representation or promise.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first above written.

**BOARD OF SELECTMEN
BLACKSTONE, MASSACHUSETTS**



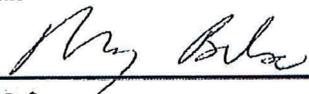
Chairman Ryan Chamberland



Bob Kluchevitz



Tanya Polak



Mary Bulso



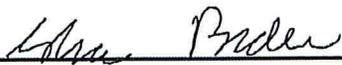
Brian Scanlan

DATE: _____

ATTEST:

Town Clerk
(seal)

EMPLOYEE:



Shawn Brodeur

DATE: 9/13/22